



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS ANNUAL MEETING MINUTES

Thursday, May 19, 2022, 3 p.m.

The regularly scheduled meeting of the Philadelphia Housing Authority ("PHA") Board of Commissioners was conducted via a virtual platform, due to COVID-19 public health concerns and in accordance with PHA's By-Laws that provide for remote participation, while respecting the goals and requirements of the Sunshine Act. The protocols for public participation, including opportunities to submit written or verbal comments and questions, were posted on the PHA website as of April 8, 2020, with directions for real-time public audio access for this meeting provided thereafter, as well.

The Chair, Lynette Brown-Sow, brought the meeting to order at approximately 3:02 p.m., and noted that the following Commissioners were participating, as of the time of the presentation of the first resolution: Chair Brown-Sow, Vice-Chair Wetzel, and Commissioners Callahan, Camarda, Coney, Mayo, Shahid and Wise. Commissioner Purnell did not participate. The President & CEO ("CEO") and the General Counsel and Board Secretary, Laurence M. Redican, also participated.

The CEO reviewed the public participation guidelines for this meeting and made the following announcements:

- PHA's collaboration with HELP USA, the Pennsylvania Housing Finance Agency, PHDC, and the City of Philadelphia, resulted in the grand opening of The Brigadier General Hazel Johnson Brown Veterans Center at HELP Philadelphia VI last week. The renovation of the former school in the Sharswood neighborhood of North Philadelphia created fifty-five (55) units of housing for seniors and homeless veterans. PHA's vision of the Blumberg/Sharswood transformation is well underway, with high quality units being made available by PHA for its residents.
- PhillySEEDS, Inc., PHA's nonprofit affiliate, will be having a Celebration Event on June 23, 2022 at the Cescaphe Ballroom, to raise funds for its first-time homeownership closing cost grant program. All are encouraged to attend!

The Chair noted that no changes were requested to the minutes of the Board meeting from April 21 2022, as submitted. Therefore, the minutes were approved.

Six (6) resolutions were presented, reviewed, and unanimously approved by those participating in the meeting at the time of the vote, by roll call.

Resolution No. 12210, attached in Appendix 1, was presented by Andrea Bowman, Corporate Secretary, pursuant to the biennial election schedule in the amended By-Laws, for approval of the election of Lynette Brown-Sow as Chair of the Board, Herbert Wetzel as Vice-Chair, Celeste Fields as Treasurer, Nnena Ukwa as Assistant Treasurer, Laurence Redican as Secretary, and Andrea Bowman as Assistant Secretary. The resolution had been sent to the entire Board for review. Commissioner Camarda moved for adoption of the resolution, which was seconded. There being no discussion or public comment, for which an opportunity was provided (as it was for all the resolutions), the motion was unanimously approved, by roll call.

Resolution No. 12211, attached in Appendix 1, was presented by Andrea Bowman, Corporate Secretary, to establish the schedule for regularly-scheduled public meetings of the PHA Board of Commissioners through May of 2023, as required under the amended By-Laws of the Board, as well as under the Sunshine Act, 65 Pa.C.S.A. §§ 701–716. The resolution had been sent for review to the Policy & Planning Committee and its Chair, Board Vice-Chair Wetzel, moved for its approval. The motion was seconded and following discussion, the motion was unanimously approved, by roll call.

Resolution 12212, attached in Appendix 1, was presented by Andrea Bowman, Corporate Secretary, for the Board to approve the Fiscal Year 2022 Annual Reports for the committees of Risk Management and Audit, as well as the standing Board committees of Finance, Policy & Planning, and Resident Services, pursuant to their respective resolutions or charters, for the period from April 1, 2021 to March 31, 2022. The resolution had been sent for review to all the committees, as well as the full Board. Following a motion from Commissioner Coney, a second, and discussion, the motion was unanimously approved, by roll call.

Resolution No. 12213, attached in Appendix 1, was presented by Jennifer Ragen, Director of Policy, to authorize PHA to submit an amendment to the U.S. Department of Housing and Urban Development ("HUD") for the FY2023 MTW Plan, which was approved by HUD on April 28, 2022. The amendment is to convert public housing operating and capital fund assistance from sixty-three (63) vacant scattered sites units to support two (2) new developments via RAD transfer of assistance and also to convert newly created ACC units at three (3) new developments via Faircloth-to-RAD authority. The resolution was moved for approval by Vice-Chair Wetzel, Chair of the Policy & Planning Committee that had reviewed the resolution. Following a second and discussion, the motion was unanimously approved, by roll call.

Resolution No. 12214, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President – Supply Chain Management, to authorize PHA to contract with Milestone Contractors, Inc. for automatic door and gate repair and replacement services, in a not-to-exceed amount of two hundred sixty thousand dollars (\$260,000.00). The resolution had been reviewed by the Finance Committee. Commissioner Callahan, Chair of that committee, moved for its adoption. Following a second and discussion, all Commissioners participating in the meeting at that time (Commissioner Coney lost communication in the virtual platform) approved the resolution, by roll call.

Resolution No. 12215, attached in Appendix 1, was presented by Kimberly Woods – Executive Vice President, Human Resources, to authorize PHA to execute a five-year renewal Collective Bargaining Agreement ("CBA") between PHA and the Fraternal Order of Housing Police ("FOHP"). This resolution was reviewed by the Finance Committee and its Chair, Commissioner Callahan, moved for its adoption. After a second and discussion, the motion was unanimously approved, by roll call, by all Commissioners participating in the meeting at the time of the roll call (Commissioners Coney and Wetzel had communication issues during the vote, but a quorum approved and they were able to rejoin the meeting later).

Before proceeding to the **public comment period**, CEO Jeremiah and the Board took the opportunity to thank PHAPD for its hard work, especially in light of this being National Police week and the FOHP contract having just been approved at this meeting.

Thereafter, it was noted that no public comments were received on the resolutions this month, but two general public comments were received by voicemail.

The first public comment voicemail that was played was from Judith Robinson, seeking a pilot program in the 32nd ward to immediately deed properties to PHA residents living in that area. That suggestion was responded to by Kelvin Jeremiah, who noted that no other housing authority in the country has a more

robust homeownership program than PHA and he reviewed the extensive and well-publicized current processes for PHA residents who are interested in buying PHA properties to be prepared and able do so.

The second public comment played was from a Ms. Garner, who had concerns about a property in her neighborhood that appears to be abandoned and being used as a site for drug use/sales. Dinesh Indala, Sr. Executive Vice President of Operations, responded by stating that a "VPN" steel security boarding up system has been installed at the property.

Following remarks about an upcoming groundbreaking in Sharswood with PHA partner Hunt/Penrose, a planned tour of PHA properties for the Commissioners, and various housekeeping matters, the meeting concluded at approximately 3:45 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laurence M. Redican". The signature is fluid and cursive, with a long horizontal stroke at the end.

Laurence M. Redican
General Counsel
Philadelphia Housing Authority

APPENDIX 1

**THE PHILADELPHIA HOUSING AUTHORITY
ANNUAL MEETING OF THE BOARD OF COMMISSIONERS
2013 RIDGE AVE.
PHILADELPHIA, PA 19121
THURSDAY, MAY 19, 2022, at 3 p.m.
AGENDA**

- A. Call to Order** Lynette Brown-Sow, Chair of the Board of Commissioners
- B. Remarks** Kelvin A. Jeremiah, President & CEO
- C. Approval of Minutes** of the Board Meeting held April 21, 2022, as distributed.
- D. New Business**
 - 1. RESOLUTION APPROVING LYNETTE BROWN-SOW AS CHAIR AND HERBERT E. WETZEL AS VICE-CHAIR OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS, AS WELL AS OTHER ELECTED BOARD OFFICERS**

Andrea Bowman

- 2. RESOLUTION ESTABLISHING THE SCHEDULE FOR REGULAR MEETINGS OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS THROUGH MAY OF 2023**

Andrea Bowman

- 3. RESOLUTION ADOPTING THE FISCAL YEAR 2022 ANNUAL REPORTS OF THE COMMITTEES OF AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT SERVICES**

Andrea Bowman

- 4. RESOLUTION AUTHORIZING AN AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY MOVING TO WORK PLAN FOR FISCAL YEAR 2023**

Jennifer Ragen

- 5. RESOLUTION AUTHORIZING A CONTRACT FOR AUTOMATIC DOOR AND GATE REPAIR AND REPLACEMENT SERVICES WITH MILESTONE CONTRACTORS, INC.**

Dave Walsh

- 6. RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF HOUSING POLICE**

Kimberly Woods

E. Public Comment Period

RESOLUTION NO. 12210

RESOLUTION APPROVING LYNETTE BROWN-SOW AS CHAIR AND HERBERT E. WETZEL AS VICE-CHAIR OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS, AS WELL AS OTHER ELECTED BOARD OFFICERS

WHEREAS, the Philadelphia Housing Authority ("PHA") Board of Commissioners ("Board") adopted amended By-Laws ("By-Laws") by Resolution No. 11724, on September 25, 2014; and

WHEREAS, under Section 401 of the By-Laws, "[t]he annual meeting of the Board shall be held in either April or May of each year, at such date and time as designated by the then-Chair," and this meeting, on May 19, 2022, is the designated Annual Meeting; and

WHEREAS, Section 311 of the By-Laws states that: "The Chair and Vice-Chair shall be elected biennially in even-numbered years at the annual meeting of the Board, starting with the 2016 annual meeting, from among the members of the Board, and shall hold office until the next annual meeting occurring in an even-numbered year or until their successors are elected and qualified. The Secretary, Treasurer and any Assistant Secretary and/or Assistant Treasurer shall be elected at the same time as the Chair and Vice-Chair and shall serve from their respective elections until their successors are elected and qualified. The Chief Executive Officer, the General Counsel, and all other officers appointed by the Chief Executive Officer, shall serve from the date of their appointment until their resignation or until their successors are appointed and qualified;" and

WHEREAS, under the By-Laws, it is required that an election be held at this Annual Meeting for the positions of Chair and Vice-Chair, as well as for the positions of Secretary, Treasurer, Assistant Secretary and Assistant Treasurer (the position of General Counsel being an officer position that is appointed by the President & CEO, not by the Board); and

WHEREAS, the following slate of elected officers for the Board is being proposed, with the President & CEO remaining in his position, for the term indicated in the By-Laws:

Chair	Lynette Brown-Sow
Vice-Chair	Herbert E. Wetzel
Treasurer	Celeste C. Fields, Senior Executive Vice President – Chief Administrative and Financial Officer
Secretary	Laurence M. Redican, Senior Executive Vice President – Office of General Counsel, Chief Ethics Officer and General Counsel
Assistant Treasurer	Nnena Ukwa, Vice President of Finance
Assistant Secretary	Andrea Bowman, Corporate Secretary

BE IT RESOLVED, that the PHA Board of Commissioners hereby elects Lynette Brown-Sow as Chair and Herbert E. Wetzel as Vice-Chair and further elects the persons otherwise listed above to their respective Board officer positions, effective immediately, to serve for the terms designated under the By-Laws, as may be amended from time to time, with all other officer positions to remain with the current designees, including Kelvin A. Jeremiah as President & CEO.

I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022

ATTORNEY FOR PHA

RESOLUTION NO. 12211

RESOLUTION ESTABLISHING THE SCHEDULE FOR REGULAR MEETINGS OF THE PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS THROUGH MAY OF 2023

WHEREAS, under Section 401 of the amended By-Laws of the Philadelphia Housing Authority ("PHA") Board of Commissioners ("Board"), as adopted by Resolution No. 11724 on September 25, 2014, the annual meeting of the Board shall be held in either April or May of each year and at the annual meeting, "the Authority shall establish a schedule of its regularly scheduled meetings during the ensuing one-year period;" and

WHEREAS, by Resolution No. 12152, adopted by the Board on May 20, 2021, the Board established its schedule of regularly-scheduled meetings for upcoming year, which included this meeting; and

WHEREAS, this Board meeting is the Annual Board meeting for 2022; and

WHEREAS, Section 709 (a) of the Sunshine Act, 65 Pa.C.S.A. §§ 701–716 ("Sunshine Act"), as amended, requires, *inter alia*, public notice of an agency's first regular annual meeting and that the agency "shall give public notice of the schedule of its remaining regular meetings;" and

WHEREAS, from this date until the next Annual Board meeting, which is to be held in April or May of 2023, the Board wishes to have the following regularly-scheduled Board meetings on the following dates, unless changed by public notice at least two days (48 hours) prior to the meeting (with special meetings requiring 24 hours' public notice, pursuant to the Sunshine Act), to be held at 2013 Ridge Ave., Philadelphia, PA 19121, at 3 p.m. or as otherwise published at least a week in advance on the PHA website and which may be virtual:

Thursday, June 16, 2022
Thursday, July 21, 2022
No August Meeting
Thursday, September 15, 2022
Thursday, October 20, 2022
Thursday, November 17, 2022
Thursday, December 15, 2022
Thursday, January 19, 2023
Thursday, February 16, 2023
Thursday, March 16, 2023
Thursday, April 20, 2023
Thursday, May 18, 2023

BE IT RESOLVED, that the PHA Board of Commissioners hereby adopts the schedule, as set forth above, for its regularly-scheduled meetings, from this date through May of 2023.



I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022
Thomas M. Redie
ATTORNEY FOR PHA

RESOLUTION NO. 12212

**RESOLUTION ADOPTING THE FISCAL YEAR 2022 ANNUAL REPORTS OF THE COMMITTEES OF
AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT SERVICES**

WHEREAS, Section 501 of the amended By-Laws of the Philadelphia Housing Authority ("PHA") Board of Commissioners ("Board"), as adopted by Resolution No. 11724 on September 25, 2014, provides for establishing the standing Board Advisory Committees of Finance, Policy & Planning, and Resident Services (collectively, "Standing Committees"); and

WHEREAS, the charters of the Standing Committees were approved by the Board by Resolution No. 11777, on May 21, 2015; and

WHEREAS, each of the three (3) Standing Committee charters requires the respective committee to "[r]eport at least annually to the Board with respect to the activities of the Committee;" and

WHEREAS, the charter of the Audit Committee, most recently approved by the Board by Resolution No. 11785 on May 21, 2015, states in Section VI that the Audit Committee is to "submit a written, annual report to the Board summarizing its activities;" and

WHEREAS, pursuant to the Risk Management Framework, as adopted by the PHA Board of Commissioners on July 17, 2014, by Resolution No. 11721, the Risk Management Committee, which reports regularly to the Audit Committee, is also to provide the Board with an annual report; and

WHEREAS, the last annual reports submitted to the Board of Commissioners by the Standing Committees and the joint report submitted by the Audit Committee and the Risk Management Committee were for the period of Fiscal Year 2021, from April 1, 2020 to March 31, 2021, which reports were approved by Board Resolution No. 12153 on May 20, 2021; and

WHEREAS, the Audit Committee and the Risk Management Committee have prepared a joint FY 2022 report, for the period of Fiscal Year 2022, from April 1, 2021 to March 31, 2022, and those two committees, as well as the three (3) Standing Committees, have distributed and presented their FY 2022 Annual Reports to the PHA Board of Commissioners, in substantially the form attached hereto, and the respective committees recommend their approvals;

BE IT RESOLVED, that the PHA Board of Commissioners hereby adopts and approves the FY 2022 Annual Committee Reports of the Audit Committee and Risk Management Committees, as well as those of the Board Standing Committees of Finance, Policy & Planning, and Resident Services, in substantially the form attached hereto.



I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022
Thomas M. Kech
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION RE: FY 2022 ANNUAL REPORTS OF THE COMMITTEES
OF AUDIT, RISK MANAGEMENT, FINANCE, POLICY & PLANNING, AND RESIDENT
SERVICES

**FY 2022 ANNUAL REPORT OF THE PHA AUDIT COMMITTEE
AND THE RISK MANAGEMENT COMMITTEE
FOR THE PERIOD FROM APRIL 1, 2021 – MARCH 31, 2022**

Pursuant to the amended Charter of the Audit Committee, as adopted by the Philadelphia Housing Authority ("PHA") Board of Commissioners on May 15, 2015, by Resolution No. 11785, the Audit Committee is to report at least annually to the Board with respect to the activities of the Committee. The Risk Management Committee, which reports regularly to the Audit Committee, is also to provide the Board with an annual report, pursuant to the Risk Management Framework as adopted by the PHA Board of Commissioners on July 17, 2014, by Resolution No. 11721.

This report is for both committees and covers the time period from April 1, 2021 – March 31, 2022, which is the Fiscal Year 2022 for PHA ("FY 2022").

Voting Members:

The voting members of the Audit Committee during FY 2022, as appointed by the Board, were:

Frederick S. Purnell, Sr.: a PHA Commissioner, appointed for a two-year term on March 16, 2017, by Board Resolution No. 11920; and re-appointed for a 2-year term on March 21, 2019, by Resolution No. 12036 and on March 18, 2021, by Resolution No. 12141;

Chenora Burkett: appointed for a two-year term on February 15, 2018, by Resolution No. 11976; and reappointed for a 2-year term on February 20, 2020 by Resolution No. 12080 and on February 17, 2022 by Resolution No. 12195;

Francis McLaughlin: appointed for a two-year term on July 19, 2018 by Resolution No. 12007; and re-appointed for a 2-year term on July 16, 2020, by Resolution No. 12103;

Bonnie Camarda: a PHA Commissioner, appointed to a two-year term by Resolution No. 12013 on September 20, 2018 and re-appointed for a 2-year term on September 17, 2020, by Resolution No. 12108;

C. Marie Patterson, appointed for a two-year term on April 15, 2021, by Resolution No. 12145

Officers:

In FY 2022, as elected by the committee, Commissioner Purnell was the Chair and Commissioner Camarda was the Vice Chair.

Advisory Members: Under the Audit Committee Charter, its Advisory Members are PHA's Executive Vice President of the Office of Audit and Compliance ("OAC") and PHA's Senior Executive Vice President of Finance - Chief Financial Officer ("CFO").

During the reporting period, **Janea Jordon** was Executive Vice President of OAC and served on the Audit Committee for all of FY 2022, as did **Celeste Fields**, as Senior Executive Vice President/ Chief Administrative & Financial Office.

Under the charter, the Committee is to meet at least four (4) times a year (no less than quarterly). The Audit Committee held four (4) meetings in the twelve-month reporting period, which were held virtually, via WebEx, due to the COVID-19 pandemic. Meetings were held on June 15, 2021,

September 7, 2021, December 21, 2021 and March 22, 2022.

As set forth in the charter of the Audit Committee, the Committee's responsibilities are to ensure:

- 1) the integrity of financial reporting (including selecting an auditor then coordinating with PHA's Executive and Finance departments);
- 2) the adequacy of internal controls (including risk management and working with the Office of Audit and Compliance, and PHA's departments of Finance and Information Systems); and
- 3) compliance with statutory and regulatory requirements (including working with the independent auditor and PHA's Offices of General Counsel and Audit and Compliance).

Pursuant to the responsibilities set forth in the charter, and as detailed in the Audit Committee meeting minutes for the reporting period, the work of the committee during this reporting period included detailed presentations and discussion regarding internal and external audits from the Office of Audit and Compliance and the external auditors; reviewing areas of particular attention for the purposes of the various audits; reports from PHA and the external auditors regarding compliance updates; presentations of regular reports from PHA's Risk Management Committee in the Office of General Counsel, and informational updates from PHA's President & CEO, Kelvin Jeremiah.

The participants in the Audit Committee meetings included the external auditors and PHA staff, as appropriate, as well as the voting and advisory members, and PHA President & CEO Kelvin Jeremiah. A quorum of the voting members participated in all the meetings in FY 2022.

PHA's external auditor in FY 2022 continued to be RSM, whose representatives met with the committee, both formally as a group and in informal discussions, regarding the annual independent audit. Again in FY 2022, the audit was performed under conditions based on restrictions due to COVID, so that meetings were virtual, but the well-functioning working relationship between RSM and PHA kept the audit efficient and timely. The comprehensive annual financial report and the associated financial statement for the period of April 1, 2020 through March 31, 2021, were completed by September of 2021 and, after review and discussion, were recommended by the Audit Committee to the Board for approval. The PHA Board of Commissioners approved the audit reports by Resolution No. 12169 on September 17, 2021.

The Risk Management Committee is to report annually to the Board as to its activities and also provides regular reports during the year to the Audit Committee, with a representative from the committee attending the Audit Committee meetings to present those reports and answer questions regarding them.

In FY 2022, the Risk Management Committee met on September 29, 2021 and March 17, 2022.

During the reporting period, its members were: **Wendi Barish**, Senior Deputy General Counsel – Office of General Counsel ("OGC"), until December 2021; **Andrew Kenis**, Managing Deputy General Counsel – OGC, as of December 2021; **Debra Shore**, Senior Counsel, Risk Management – OGC, as of June 2021; and the following members who served for the entire time in FY 2022: **Antoinette Eberhart**, Chief Public Safety - Police Dept.; **William Britt**, Deputy Chief Public Safety – Police Dept.; **Lynda Enaco**, Risk Administrator - OGC; **Celeste Fields**, Senior Executive Vice President of Finance - Chief Financial Officer; **Faisal Hassan**, Executive Vice President - Information Systems Mgt. & CITO; **Bret Holden**, Executive Vice President - Leased Housing; **Dinesh Indala**, Senior Executive Vice President - Housing Operations; **Janea Jordon**, Executive Vice President - Audit & Compliance; **Hagop Keshishian**, Vice President of Maintenance - Housing Operations; **Josh McQuoid**, Acting Assistant Vice President - Human Resources; **Stacey Thomas**, Acting Manager - Labor and Employee Relations - HR; **Nnena Ukwa**, Vice President - Finance; **David Walsh**, Executive Vice President - Supply Chain Mgt.; and

Gregory Maryak – Senior Construction Manager, PHA Construction/Capital Projects.

The Risk Management Committee attempts to identify and manage risks that could impact PHA's operations and results. Therefore, as detailed in the minutes for those meetings and as reported to the Audit Committee, the areas reviewed at the meetings of the Risk Management Committee included: reports on fire drills conducted at PHA locations; reports on safety trainings conducted at PHA by its insurers and broker, reports on AED installation at PHA locations; claims trends for workers compensation, general liability, and automobile; and an explanation of insurance coverages in place for PHA.

**FY 2022 ANNUAL REPORT OF THE PHA FINANCE
COMMITTEE
FOR THE PERIOD FROM APRIL 1, 2021 – MARCH 31, 2022**

Under the provisions of the Charter of the Finance Committee, as adopted by the Philadelphia Housing Authority ("PHA") Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Finance Committee is to report at least annually to the Board with respect to the activities of the Committee.

This report covers the time period from April 1, 2021 – March 31, 2022, which is the Fiscal Year 2022 for PHA ("FY 2022").

The members of the Finance Committee for the reporting time period, were the following Board of Commissioner members, all of whom served for the entire period and were appointed as members by the Chair of the PHA Board of Commissioners, Lynette Brown- Sow:

Leslie Callahan, Chair of the Finance Committee, as appointed by the Chair of the PHA Board,
Bonnie Camarda,
Ismail Shahid, and
Herbert Wetzel

Pursuant to the charter of the Finance Committee, the role of the Committee requires that it:

shall be responsible for recommending financial policies, goals and budgets that support the mission, values and strategic goals of PHA. The Committee shall also regularly review the financial performance of PHA compared with its goals and the financial implications of major transactions and programs. The Committee's role is advisory and it is not authorized to take any official action on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board with securing and maintaining PHA's sound financial status; 2) provide advice to the Board and PHA management regarding the adoption or amendment of financial strategies or policies; and 3) ensure responsible fiscal practices.

The Committee is to meet at least four (4) times a year (no less than quarterly) and had eleven (11) scheduled meetings in FY 2022, with a quorum present for eight (8) of them. The meetings were held virtually, via WebEx, due to the COVID-19 pandemic. The committee had scheduled meetings met every month with the exception of the month of August of 2021, when there was no Board meeting (in accordance with the Board's annual schedule of regular meetings for FY 2022).

In FY 2022, the Finance Committee reviewed and considered twenty-one (21) resolutions for possible recommendation to the Board of Commissioners.

Further, four (4) financial update presentations were presented to the Finance Committee by Celeste Fields, Senior Executive Vice President of Finance- Chief Financial Officer, in FY 2022. In April, July and November of 2021, the committee received Fiscal Year overview presentations and in February of 2022, it had a presentation and review of the prospective budget. These presentations were also all sent to the full Board.

The activities of the Finance Committee provided crucial assistance to the Board with securing

and maintaining PHA's sound financial status. The committee also provided advice to the Board and PHA management regarding the adoption or amendment of financial strategies or policies and ensured that responsible fiscal practices were followed, by its review and recommendations regarding expenditures appropriately brought to the Board under PHA's Controlled Policy & Procedure #10 and overall budget matters.

Moreover, in FY 2022, the committee reviewed, made appropriate recommendations, and monitored PHA's annual operating budget and annual capital budget, consistent with the long-term financial plan and financial policies, as assisted by the presentations from the Finance Department and regular updates from the President & CEO regarding federal funding updates and related matters.

**FY 2022 ANNUAL REPORT OF THE PHA
POLICY & PLANNING COMMITTEE
FOR THE PERIOD FROM APRIL 1, 2021 – MARCH 31, 2022**

Pursuant to the Charter of the Policy & Planning Committee, as adopted by the Philadelphia Housing Authority ("PHA") Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Policy & Planning Committee is to report at least annually to the Board with respect to the committee activities.

This report covers the time period from April 1, 2021 – March 31, 2022, which is the Fiscal Year 2022 for PHA ("FY 2022").

The members of the Policy & Planning Committee during that reporting time period have been the following Board of Commissioner members, all of whom were as appointed as members by the Chair of the PHA Board of Commissioners, Lynette Brown-Sow, and all served for the entire reporting period:

Herbert Wetzel, the elected Vice-Chair of the Board and Chair of the Policy & Planning Committee, as appointed by the Chair of the PHA Board,
Bonnie Camarda,
Asia Coney, and
Frederick S. Purnell, Sr.

Pursuant to the charter of the Policy & Planning Committee, the Committee:

shall provide oversight and guidance in the development and implementation of PHA's structure, policies and processes. The Committee's role is advisory and it is not authorized to take any official action on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board with developing and maintaining PHA's mission, vision, and strategic direction, 2) oversee the development of PHA's policies and 3) provide advice to the Board and PHA on the adoption or amendment of PHA policies or other action by PHA involving matters of public policy, when such matters are not otherwise to be determined by another committee of the Board.

The Committee is to meet at least four (4) times a year (no less than quarterly). The Policy & Planning Committee had nine (9) meetings in the twelve-month reporting period for FY 2022, all which had a quorum. The committee met every month with the exception of the months of July and August of 2021 and February of 2022. The Board did not meet in August 2021 (as per its annual schedule of regular meetings) and one resolution was reviewed by the committee, in July of 2021, without a meeting.

In FY 2022, the committee reviewed twenty-nine (29) resolutions for recommendation to the Board of Commissioners.

In addition to reviewing resolutions, the committee participated in discussions and reviews of PHA initiatives, including: the continuing revitalization of the Norris Homes/North Central and Sharswood areas; working with community-based partners to renovate vacant and distressed PHA properties in the Brewerytown neighborhood; advancing Rental Assistance Demonstration opportunities to increase low-income housing options; serving special needs populations by partnering with local non-profit agencies, including providing supportive services; and otherwise continuing to support PHA's serving as a catalyst and major funder for housing and neighborhood development in the City of Philadelphia.

**FY 2022 ANNUAL REPORT OF THE PHA
RESIDENT SERVICES COMMITTEE
FOR THE PERIOD FROM APRIL 1, 2021 – MARCH 31, 2022**

Pursuant to the Charter of the Resident Services Committee, as adopted by the Philadelphia Housing Authority ("PHA") Board of Commissioners on May 21, 2015, by Resolution No. 11777, the Resident Services Committee is to report at least annually to the Board with respect to the activities of the Committee.

This report covers the time period from April 1, 2021 – March 31, 2022, which is the Fiscal Year 2022 for PHA ("FY 2022").

The members of the Resident Services Committee during the entire reporting time period have been the following Board of Commissioner members, as appointed as committee members by the Chair of the PHA Board of Commissioners, Lynette Brown- Sow:

Asia Coney, Chair of the Resident Services Committee, as appointed committee chair by the Chair of the PHA Board;
Ethel M. Wise;
Belinda Mayo; and
Ismail Shahid

Pursuant to the charter of the Resident Services Committee, the Committee:

shall be responsible for the promotion of resident programs and services in support of PHA's mission. The Committee's role is advisory and it is not authorized to take any official action on behalf of the Board. The primary responsibilities of the Committee are to: 1) assist the Board in determining the most productive and appropriate ways to enrich the lives of PHA residents and promote opportunities to achieve financial independence; 2) provide advice to the Board and PHA management regarding the adoption or amendment of strategies or policies related to resident services; and 3) enhance the interface between PHA, the Board and PHA residents.

The Committee is to meet at least four (4) times a year (no less than quarterly) and it had six (6) scheduled meetings in FY 2022, with five (5) having a quorum. Eight (8) resolutions were reviewed at the meetings and presentations were also made by the department of Resident Programs and Partnerships ("RPP").

The RPP reviews covered, among other things, youth programming, summer food services, financial literacy opportunities, building maintenance issues related to residents, and a comprehensive update on the many resident-related activities and initiatives being offered through RPP, as put in place, for many of the programs, with the participation of resident leadership and the Resident Advisory Board. The RPP update on activities also included: the Section 3 Resource Center, Site Improvement Initiatives, Anti-Violence and Diversionary Team initiatives, and an introduction to PHA's Youth and Family Center.

The above activities were contributed to the committee's fulfilling its role of promoting resident programs and services, as well as resident involvement and participation.

RESOLUTION NO. 12213

RESOLUTION AUTHORIZING AN AMENDMENT TO THE PHILADELPHIA HOUSING AUTHORITY MOVING TO WORK PLAN FOR FISCAL YEAR 2023

WHEREAS, the Philadelphia Housing Authority ("PHA") is a participant in the Moving to Work ("MTW") Demonstration Program pursuant to an agreement with the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, under the terms of its participation in the MTW program, PHA must submit an PHA Board-approved MTW Annual Plan ("MTW Plan") for HUD approval each fiscal year that describes proposed MTW plans and activities, which was done on December 30, 2021, for Fiscal Year ("FY") 2023, and which was approved by HUD on April 28, 2022; and

WHEREAS, all proposed transfers of assistance and conversions of public housing units to long-term project based assistance under HUD's Rental Assistance Demonstration ("RAD") program, must be identified in the MTW Plan, either in the original Plan submission to HUD or by submission of a Board-approved Amendment, if identified after submission of the original MTW Plan; and

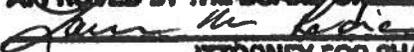
WHEREAS, PHA has identified two (2) additional developments for RAD Transfer of Assistance and three (3) new developments for Faircloth-to-RAD conversion, to add to the MTW Plan, which were not identified in PHA's FY 2023 MTW Plan; and

WHEREAS, the additions that are the subject of the amendment are:

- 1) Transfer of Assistance to Old First House, which consists of thirty-four (34) total units;
- 2) Transfer of Assistance to Janney Apartments, which consists of forty-seven (47) total units, twenty-nine (29) of which are RAD;
- 3) Faircloth-to-RAD conversion for Father Augustus Tolton Place, which consists of forty-five (45) total units;
- 4) Faircloth-to-RAD conversion for Compassion Senior Living, which consists of thirty-eight (38) total units; and
- 5) Faircloth-to-RAD conversion for NewCourtland Apartments at St. Barts Phase 2, which consists of forty-eight (48) total units; and

WHEREAS, PHA has fulfilled the HUD requirement of providing opportunities for resident and public participation and comment on the MTW Plan Amendment, including scheduling at least one (1) public hearing, by: 1) making available copies of the MTW Plan Amendment to the public and to residents as of April 8, 2022; 2) holding a public hearing on April 20, 2022; 3) posting the MTW Plan Amendment on PHA's website; 4) briefing Resident Leadership at the April 2022 Resident Roundtable meeting; 5) conducting a public comment period from April 8 through May 8, 2022; and 6) taking into consideration any comments received during the public comment period and public hearing;

BE IT RESOLVED, that the Board of Commissioners does hereby approve the Amendment to the MTW Plan for FY 2023, as set forth above, as presented to the Board of Commissioners and referenced herein, and authorizes PHA's Chair and/or its President & CEO or his or her authorized designee(s) to take all steps necessary to finalize and secure HUD approval of and to implement the Amendment.

I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022

ATTORNEY FOR PHA

RESOLUTION NO. 12214

RESOLUTION AUTHORIZING A CONTRACT FOR AUTOMATIC DOOR AND GATE REPAIR AND REPLACEMENT SERVICES WITH MILESTONE CONTRACTORS, INC.

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for automatic door and gate repair and replacement services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

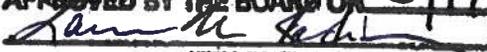
WHEREAS, based upon the consensus evaluation and approval for presentation to the Board after additional review processes, including Board committee and resident leadership review, it is recommended that a contract be awarded to Milestone Contractors, Inc; and

WHEREAS, work is to be assigned to the awardee at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered within the terms of the contract at any time during the course of the contract at the discretion of the contracting officer; and

WHEREAS, it is recommended that the amount to be expended under the contract shall not exceed two hundred sixty thousand dollars (\$260,000.00) with a two-year base period and three (1) one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is one hundred four thousand dollars (\$104,000.00); and
- 2) The not-to-exceed amount for the first one-year option period is fifty two thousand dollars (\$52,000.00);
- 3) The not-to-exceed amount for the second one-year option period is fifty two thousand dollars (\$52,000.00);
- 4) The not-to-exceed amount for the third one-year option period is fifty two thousand dollars (\$52,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a contract with Milestone Contractors, Inc. for a total amount not to exceed two hundred sixty thousand dollars (\$260,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022

ATTORNEY FOR PHA

RESOLUTION NO. 12215

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF HOUSING POLICE

WHEREAS, the Fraternal Order of Housing Police ("FOHP") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") Housing Police Officers, Corporals, and Detectives, as defined within the CBA; and

WHEREAS, the FOHP represents approximately 27 employees; and

WHEREAS, the prior collective bargaining agreement between PHA and the FOHP expired on March 31, 2022; and

WHEREAS, PHA and the FOHP participated in good faith during extensive negotiations toward reaching a renewal agreement; and

WHEREAS, PHA and the FOHP did amicably reach an agreement, as attached to this resolution; and

WHEREAS, the terms of that agreement are reasonable, practical, and sustainable from both an operational and budgetary standpoint; and

WHEREAS, Article IX, Section 901 of the Pennsylvania Employee Relations Act ("Act 195") requires that such bargaining agreements shall be reduced to writing and signed by the parties;

BE IT RESOLVED, that the PHA Board of Commissioners hereby approves the terms of the agreement, in substantially the form as restated and attached hereto, and authorizes the President & CEO and/or his authorized designee(s) to execute and implement a renewal Collective Bargaining Agreement, consistent with those terms.



I hereby certify that this was
APPROVED BY THE BOARD ON 5/19/2022

ATTORNEY FOR PHA

ATTACHMENT TO THE RESOLUTION RE: CBA FOR FOHP



**FOHP
CONSOLIDATED
AGREEMENT
2022-2027**

CONSOLIDATED AGREEMENT

between

THE PHILADELPHIA HOUSING AUTHORITY

and

FRATERNAL ORDER OF HOUSING POLICE

April 1, 2022 through March 31, 2027

v. April 7, 2022

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1 RECOGNITION	1
ARTICLE 2 EMPLOYEES	2
ARTICLE 3 MANAGEMENT RIGHTS	2
ARTICLE 4 UNION SECURITY	2
ARTICLE 5 CHECK-OFF & CHECK-OFF DELINQUENCIES	3
ARTICLE 6 NEW EMPLOYEES	4
ARTICLE 7 UNION REPRESENTATIVES	4
ARTICLE 8 GRIEVANCE PROCEDURE.....	6
ARTICLE 9 TRANSFERS	9
ARTICLE 10 JOB OPENINGS.....	9
ARTICLE 11 SENIORITY	10
ARTICLE 12 PROBATIONARY PERIOD.....	11
ARTICLE 13 UNIFORMS AND EQUIPMENT	11
ARTICLE 14 HOURS OF WORK.....	13
ARTICLE 15 REINSTATEMENT	14
ARTICLE 16 PERSONAL LEAVE.....	14
ARTICLE 17 HOLIDAYS	15
ARTICLE 18 VACATION.....	16
ARTICLE 19 SICK PAY/SICK LEAVE	17
ARTICLE 20 USE OF LEAVE.....	19
ARTICLE 21 INJURY ON DUTY	19

ARTICLE 22 LIFE INSURANCE	23
ARTICLE 23 RETIREMENT PLANS.....	23
ARTICLE 24 JURY DUTY PAY	24
ARTICLE 25 COURT TIME	24
ARTICLE 26 MILITARY LEAVE.....	25
ARTICLE 27 FUNERAL PAY	26
ARTICLE 28 MEDICAL INSURANCE	26
ARTICLE 29 OVERTIME.....	28
ARTICLE 30 SHIFT DIFFERENTIAL	28
ARTICLE 31 CONTRACTING AND LAYOFF.....	29
ARTICLE 32 JOB CLASSIFICATION.....	29
ARTICLE 33 CALL-BACK PAY.....	30
ARTICLE 34 WAGES	30
ARTICLE 35 LONGEVITY	32
ARTICLE 36 LEGAL SERVICES FUND.....	33
ARTICLE 37 MEDICAL LEAVE OF ABSENCE.....	34
ARTICLE 38 PERSONAL DATA.....	35
ARTICLE 39 NO DISCRIMINATION	36
ARTICLE 40 TUITION REIMBURSEMENT	36
ARTICLE 41 DIVISION HEADQUARTERS.....	37
ARTICLE 42 JOINT LABOR-MANAGEMENT COMMITTEE.....	38
ARTICLE 43 REIMBURSEMENT FOR DAMAGE OR LOSS TO PERSONAL PROPERTY OR EQUIPMENT.....	38

ARTICLE 44 DAMAGE TO AUTHORITY VEHICLES	39
ARTICLE 45 QUALIFYING TIME	39
ARTICLE 46 CALL-IN OF ABSENCE	40
ARTICLE 47 SCHEDULED DAYS OFF	40
ARTICLE 48 RADIO COMMUNICATIONS	40
ARTICLE 49 PATROL CARS	41
ARTICLE 50 LOCKER ROOM AND FACILITIES	41
ARTICLE 51 OUTSIDE EMPLOYMENT	42
ARTICLE 52 UNION ACTIVITY PAYMENT	42
ARTICLE 53 LAYOFFS	42
ARTICLE 54 DISCIPLINE	43
ARTICLE 55 DISABILITY INSURANCE	44
ARTICLE 56 EMPLOYEE ASSISTANCE PROGRAM	45
ARTICLE 57 DRUG TESTING	45
ARTICLE 58 NO STRIKES OR LOCKOUTS	46
ARTICLE 59 EMPLOYER POLICIES	46
ARTICLE 60 DURATION	46
ARTICLE 61 CONSOLIDATED AGREEMENT	46
ARTICLE 62 RATIFICATION AND APPROVAL	47
ARTICLE 63 CONSTRUCTION	47
ARTICLE 64 SEVERABILITY	47
ARTICLE 65 SIGNATORY CLAUSE	48
ADDENDUM A PSO JOB DESCRIPTION	49

COLLECTIVE BARGAINING AGREEMENT

This Consolidated Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered between THE PHILADELPHIA HOUSING AUTHORITY (hereinafter referred to as "EMPLOYER") and the FRATERNAL ORDER OF HOUSING POLICE hereinafter referred to as the "Union").

The term of Agreement shall be five (5) years, effective April 1, 2022 through March 31, 2027.

Whereas, the parties hereto being mutually desirous of enjoying harmonious relations, establishing collective bargaining and facilitating the orderly, prompt, and effective adjustment of differences that may arise during the term of this Agreement between the EMPLOYER and those employees covered by this Agreement, in matters concerning such employees' work hours, wages, and working conditions, have as a result of collective bargaining agreed between themselves as follows:

ARTICLE 1

RECOGNITION

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement. In order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Union agrees that it and its members will cooperate with the EMPLOYER in introducing new equipment and the EMPLOYER has the right to manage the operations, subject to the terms of this Agreement.

ARTICLE 2

EMPLOYEES

Wherever the word “employees” appears in this Agreement it shall refer only to those employees within the bargaining unit as certified by the Pennsylvania Labor Relations Board (“PLRB”) in Case Nos. PERA-R-80-42-E and PERA-R-99-483-E. Wherever the words “officer” (or “police officer”), “corporal” or “detective” appear, they shall refer only to those specific classifications.

EMPLOYER and Union agree that as of April 1, 2022, all officers employed with EMPLOYER, including all members in the Housing Police Officer position, will have the job title of Public Safety Officers (“PSOs”). References in this agreement to “officer” or “housing police officer” or similar titles also refer to PSOs. Employer and Union agree that the job description for all officers in the bargaining unit is the PSO job description that is attached to this Agreement as Addendum A.

ARTICLE 3

MANAGEMENT RIGHTS

The Union recognizes the rights of the EMPLOYER (Management), subject to the terms of this Agreement, including but not limited to the right to direct the work force, to hire, transfer, suspend, or discharge permanent employees for just cause, and to relieve employees from duty because of lack of work.

ARTICLE 4

UNION SECURITY

A. EMPLOYER agrees to deduct from the wages and salary of any employee who is a member, as determined by the Union, such Union membership dues, uniformly required if any, as authorized by the member and provided in a written authorization in

accordance with the standard form used by the Union, provided that said form shall indicate that the employee is a member of the Union as defined herein and shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of the contract unless revoked by written notice to the Union President given during the period fifteen (15) days immediately prior to the expiration of the contract, by the employee exercising his/her right to withdraw from the Union. The termination notice must be given to the Authority and the Union President and delivery shall be by certified mail.

B. Each employee and the Union hereby authorize the EMPLOYER to rely upon the certification by the Union President regarding the amount to be deducted as Union dues.

C. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 5

CHECK-OFF & CHECK-OFF DELINQUENCIES

A. EMPLOYER agrees to deduct from each active member employee his or her current weekly dues, initiation fees and/or uniform assessments, provided that the Union has delivered to EMPLOYER authorization cards duly executed by each such active member in a form acceptable to EMPLOYER authorizing such deductions. EMPLOYER will send a list to the treasurer of the Union along with deductions no later than ten (10) days after the week in which the dues have been deducted.

B. Dues deductions shall continue as authorized and provided for in Article 4 above except that should an employee vacate a classification represented by the Union, said deductions shall cease as of the effective date of the appointment.

C. The Union shall furnish EMPLOYER with the names of employees who are delinquent in dues, initiation fees, and/or uniform assessments and the amount of such delinquencies.

D. EMPLOYER agrees to deduct the regular monthly check-off of such delinquent dues, initiation fees, and/or uniform assessments, as duly authorized by the employee, provided there is sufficient pay to cover such amount.

E. The UNION shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, and the EMPLOYER's attorney's fees and costs for defending any and all actions, brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 6

NEW EMPLOYEES

Within thirty (30) days of hire, the EMPLOYER shall provide the Union with the name, date of hire, Social Security number and location of initial assignment of newly hired employees.

ARTICLE 7

UNION REPRESENTATIVES

A. The Union shall have the right to appoint up to five (5) Union Stewards total, selected so that there is one Steward per squad, including the 5-squad. The Union shall immediately provide the EMPLOYER, in writing, with the names of such Union representatives and shall advise the EMPLOYER of changes promptly as they occur. Written notice must be provided in order for the stewards to be recognized and said notice shall identify the work

unit(s) for which Stewards are responsible. Union representatives will not be transferred from one shift to another unless the EMPLOYER has made arrangements to allow the Union to replace such Union representative within a reasonable period of time after the notice of transfer. However, Union representatives may be temporarily assigned to another shift or area in the case of emergency, and in that event, the EMPLOYER will not be required to provide a replacement Union representative. In case of emergency, no temporary assignment can exceed two calendar weeks.

B. EMPLOYER agrees that the Union President, Vice President, and Secretary shall be permitted to take one (1) day off, respectively, each month, for the conduct of Union business, subject to approval by the Chief of Police in consideration of operational needs. This shall be an approved leave without pay status and shall not affect said employees seniority, employee benefits, or the earning of paid leave. The actual day(s) to be taken off shall be established based on requests by the employees and the approval of the EMPLOYER. Thereafter, the employees shall be entitled to take off that same day each month and it may only be changed based on a subsequent employee request and EMPLOYER approval. Not more than one (1) employee shall be off on this leave without pay on any particular day nor shall more than two (2) employees use such leave in any week.

C. The Union President, Vice President and Recording Secretary may select a regular day or night shift assignment. These employees may not select squad assignments. Squad assignments are the sole discretion of the EMPLOYER.

ARTICLE 8

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by a member of the Bargaining Unit or the Union against the EMPLOYER regarding the interpretation or application of the provisions of this Agreement.

Nothing in this grievance procedure shall preclude either party from attempting to settle any dispute informally, at any level, with the EMPLOYER to promote orderly and cooperative relationships. Such informal solutions shall be encouraged through meetings and consultations between the parties as needed. In processing any grievance, the formal procedure may be terminated at any time and at any level by mutual agreement of the parties without prejudice to either side. Matters involving wages or matters applicable to employees who work for more than one supervisor shall be filed directly at Step II.

Time limits in this procedure shall be mandatory. The time limits may be extended only by written mutual consent of the Union President and the Human Resources Department Head or his/her designee. All grievances shall be processed and resolved in accordance with the following procedure:

STEP I

Any Employee or the Union claiming a grievance or affected by a grievance may directly, or through the Steward or an appropriate Union representative, discuss and attempt to resolve the grievance in a meeting with his/her immediate supervisor. Such discussion shall occur within seven (7) calendar days after the occurrence giving rise to the alleged violation or within seven (7) calendar days after the Employee or the Union knew or should have known of the event giving rise to the grievance.

STEP II

If the grievance is not satisfactorily resolved informally within seven (7) calendar days after its presentation as described in Step I, it may be submitted in writing by the Union President or Grievance Committee Chairperson to the Chief of Police for resolution within seven (7) calendar days of the Step I answer or its due date. That writing shall contain the specifics of the grievance. (Should the grievance result from written notification of termination, the Employee affected and/or the Union, shall initiate the grievance at the Step II level.) A meeting shall be held between the Chief of Police or his/her designee and appropriate Union representatives including the grievant, within seven (7) calendar days. The Chief of Police or his/her designee shall provide a written reply within seven (7) calendar days of the meeting. If no such meeting is held within this timeframe, the grievance shall be deemed denied.

STEP III

If the grievance is not satisfactorily resolved within seven (7) calendar days of the Step II answer or its due date, it may be referred by a Union representative, within seven (7) calendar days of the answer or due date, to the Human Resources Department Head or his/her designee for resolution. A meeting shall be held between the Human Resources Department Head or his/her designee and appropriate Union representatives, including the grievant, within seven (7) calendar days. If no such meeting is held within this timeframe, the grievance shall be deemed denied. The Human Resources Department Head or his/her designee shall provide a written reply within seven (7) calendar days of the meeting. If the Step III grievance involves the termination or recommendation for termination of an Employee, the EMPLOYER will use its best efforts to provide the Union with any written reports that the EMPLOYER plans to use as evidence at the Step III hearing at least three days before the hearing is conducted.

STEP IV

Any unresolved grievance which has been fully processed through Step III may be submitted for resolution by the Union to binding arbitration in accordance with the services and the voluntary rules of labor arbitration of the American Arbitration Association. Such submission must be made within thirty (30) working days of the Employer's Step III answer or its due date. Prior to filing for arbitration, the Union may request a pre-arbitration meeting with the President and CEO for those disciplinary matters involving more than ten (10) days suspension or discharge. The purpose of the meeting shall be for the President and CEO or his designee to hear the Union's position and to review the matter. The President and CEO shall provide a written reply to the Union.

Effect of Settlement

The disposition of a grievance at any step of the grievance procedure by agreement between the Employer and the Union shall be final and binding upon the Employee or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.

Authority of Arbitrator

The arbitrator will make findings and render a decision to resolve the grievance. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement.

Effect of Decision

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the Employees covered by this Agreement.

Retroactivity of Awards

Awards or settlements of grievances shall in no event be made retroactive beyond the date of the first occurrence of the grievance as documented by its presentation at Step II of this procedure except if the grievance concerns an error in compensation, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union or order by an arbitrator, as the case may be, less any unemployment compensation or compensation from other full-time employment substituted for employment under this Agreement.

Expenses

The costs of the arbitrator, AAA administrative fee, and room fee, if any, shall be split equally between the parties.

ARTICLE 9

TRANSFERS

An employee shall receive notice, seven (7) calendar days in advance of a transfer, except in the case of an emergency. For purposes of this Agreement, a transfer shall be considered to be the move of an employee from one work shift, to another, from one division to another, or, to a special assignment under the supervision of department headquarters. The decision to transfer an employee shall be authorized by the department Chief of Police and must be given in writing.

ARTICLE 10

JOB OPENINGS

A. Job openings will be posted in accordance with the EMPLOYER's personnel policy and any employee may apply. All candidates will be uniformly evaluated and selection for the position will be made in accordance with the EMPLOYERs personnel policy. Fitness and ability being equal, seniority will prevail.

B. Employees who apply for promotional opportunities but do not meet the minimum acceptable training and experience requirements for the classification will be notified of that fact in writing. Should an employee meet those minimum qualifications but not be selected, the employee(s) will be notified in writing.

C. EMPLOYER shall send copies of job opportunity notices for bargaining unit positions to the Union's office.

ARTICLE 11

SENIORITY

A. Seniority shall be defined as the period of time of continuous employment of the employee with the EMPLOYER. Seniority shall be the prevailing factor in the areas of layoffs and, simultaneous, requests by employees for administrative leave and annual leave. The EMPLOYER shall make an effort to schedule paid leave days off based on seniority as the prevailing factor provided the employee gives the EMPLOYER at least ten days prior written notice of his request. The EMPLOYER agrees to provide the Union with a seniority list by name and work locations of all Housing Police Officers every six months during the term of this Agreement.

B. For purposes of layoffs, seniority shall be determined as follows:

1. Tier 1: For officers hired prior to 2013 the ranking on the list will go by the date of hire. Officers hired on the same date will be subsequently ranked first by those with veteran status and then alphabetically by last name.

2. Tier 2: For officers hired in 2013 the ranking on the list will go by number of years of verified prior experience as a full-time police officer. Officers in this tier will then be subsequently ranked first by those with veteran status and then alphabetically by last name.

3. Tier 3: For officers hired after 2013, the ranking on the list will go by date of hire. Officers hired on the same date will be ranked subsequently by number of years of verified prior experience as a full time police officer, followed by those with veteran status, and then alphabetically by last name.

C. Employees may submit a written request to the Chief of Police indicating their preference for shift assignment and/or scheduled days off. In filling future vacancies or in making shift adjustments, the Chief shall take these requests and employee seniority and work performance into account.

ARTICLE 12

PROBATIONARY PERIOD

Every new employee who is appointed to a position as a Housing Public Safety Officer shall serve the probationary period of six (6) months. Such period shall commence on the date the employees' MPO certification is transferred to the EMPLOYER. During such probationary period, and during the period before the MPO certification is transferred, employees may not grieve discipline or discharge.

ARTICLE 13

UNIFORMS AND EQUIPMENT

A. EMPLOYER agrees to provide newly hired and newly promoted Officers and Corporals with a complete initial issue of all required items. EMPLOYER shall provide the Union with a copy of said regulations and policy.

B. Housing Authority Public Safety Officers and Corporals agree to keep their uniforms neat and presentable at all times.

C. EMPLOYER agrees to provide Officers, Corporals and Detectives with a uniform maintenance allowance in the amount of \$450.00 on April 1st of each year, which shall be tax exempt with submitted dry cleaning receipts.

D.

E. Detectives covered under the bargaining unit will receive a clothing allowance of up to \$300.00 per fiscal year for the purchase of police uniforms and police uniform related items only, provided that the detectives are required to wear a police uniform at any point during the fiscal year.

F. All EMPLOYER regulations and policies applicable to the supply, furnishing, and carrying of equipment by Housing Police Officers will continue to apply to said equipment for the term of this Agreement.

Bargaining unit members must present receipts in order to receive reimbursement for the clothing and equipment allowance. Receipts may be presented at any time throughout the fiscal year, but no later than March 1 (i.e., 30 days before the close of the fiscal year). EMPLOYER agrees that it shall reimburse bargaining unit members within thirty (30) business days of receiving a receipt.

G. The EMPLOYER agrees to provide each employee in the bargaining unit who has one (1) or more years of service with a uniform replacement allowance in the amount of \$750.00 each fiscal year. The allowance shall be used for the purchase of items from an approved list of style, type and specification determined by the Employer. Those items shall include:

Winter Hat (1)

Uniform Police Hat (1)

ASP (1)

Ballistic Vest Cover (1)

Rain Coat (1)

Garrison Belts and Buckle (2)

ASP Holder (1)	Handcuffs with case (1)
Rain Boots (1)	Speed Loaders or Magazines with Pouches (2)
Belt Keepers (5)	Sweater (1)
Sam Brown Belt (1)	Ties (2)
Summer Patrol Jacket (1)	Name Tags (6)
Winter Patrol Jacket (1)	Pants-summer/winter (3 each)
Whistle (1)	Gloves (1)
Holster (1)	Shirts-summer/winter (5 each)
Flash Light (1)	Gun Cleaning Kit (1)
Patrol Shoes (1)	Radio holder (1)
Watch (1)	Flashlight holder (1)
	Boot/Shoe Polishing Kit (1)

The allowance shall be used with a uniform supplier or suppliers selected by the EMPLOYER in the City of Philadelphia and employees may purchase up to but not exceed the amount specified above each fiscal year. If the full amount is not used, it shall not carry over to the next fiscal year. However, an employee may apply his/her remaining allowance towards the purchase of an item whose cost exceeds the amount of that balance provided the employee pays the difference out-of-pocket at the time of purchase.

ARTICLE 14

HOURS OF WORK

A. The parties agree that all Housing Police Officers, known as PSOs after April 1, 2022, employed by PHA on the effective date of this Agreement may maintain twelve (12) hour shifts, including a 30-minute paid lunch period. The standard work period for these grandfathered employees shall be fourteen (14) days. The employee's schedule shall be split

into a three (3)-day work week and a four (4)-day work week in the fourteen (14) day period. The shifts will be assigned by the EMPLOYER.

B. Detectives shall typically work shifts of 9am to 5pm. PHA reserves the right to change schedules and to change assignments as needed.

C. Employees governed by this Agreement hired after the effective date, including newly hired PSOs, will be assigned a shift at the discretion of EMPLOYER, whether that be a 12-hour shift or 8-hour shift or otherwise, including a 30-minute paid lunch period.

D. Subject to Article 47 Scheduled Days Off, employees assigned to an 8-hour shift will receive two (2) consecutive days off.

ARTICLE 15

REINSTATEMENT

If an individual is reinstated after the exercise of the grievance procedure and or binding arbitration as herein provided, the officer shall be restored to his/her position with prevailing existing pay rate and any back pay award shall be paid not later than 30 days after the date of the award or the final determination.

ARTICLE 16

PERSONAL LEAVE

Each permanent status employee in the Bargaining Unit shall be entitled to four (4) personal leave days per calendar year. No more, than one of these personal leave days can be taken in any three-month period. Personal leave days do not accrue and cannot be carried over to the next three-month period. Unused personal leave days in a particular year cannot be carried over to the next year and they are not compensable at the time of separation. Any such personal leave days may be taken only after one week notice to the supervisor, who may not unreasonably withhold permission. However, the requirement for one weeks' advance notice shall be waived

when said personal leave is used in conjunction with approved funeral leave. Where two or more employees request the same day for personal leave, seniority shall prevail within shift and location except that more officers may be granted approval by the shift supervisor in accordance with staffing needs.

ARTICLE 17

HOLIDAYS

A. Holidays shall be as follows:

New Year's Day

Martin Luther King's Birthday (As observed)

Presidents' Day

Good Friday

Memorial Day (As observed)

Independence Day

Labor Day

Columbus Day (As Observed)

Veteran's Day (As Observed)

Thanksgiving Day

Christmas Day

B. In order to be eligible for holiday pay, an employee shall be required to work or be on approved paid leave on his first scheduled work day immediately after the holiday and his last scheduled work before the holiday.

C. Employees required to work on any of the recognized holidays shall receive, in addition to holiday pay at his/her regular rate, and additional one and one-half (1 1/2) times pay at his/her regular rate of pay for the time actually worked.

D. Employees who are not scheduled to work on a day on which a holiday is observed shall receive one day's holiday pay at his/her regular rate for that day. This shall result in an addition day's pay at the regular rate, for the pay week.

ARTICLE 18

VACATION

A. Vacation leave shall be earned by full-time employees on a monthly basis for each calendar month worked as follows:

Years of Service	Accrual Rate 12 hour shift	Accrual Rate 8 hour shift
Employees with five (5) full years of service or less will earn two (2) weeks of vacation.	7.0 hours per month	6.7 hours per month
Employees with more than five (5) years of service, but less than ten (10) full years of service will earn three (3) weeks of vacation.	10.5 hours per month	10.0 hours per month
Employees with more than ten (10) years of service, but less than twenty (20) full years of service will earn four (4) weeks of vacation.	14.0 hours per month	13.3 hours per month
Employees with more than twenty (20) years of service will earn five (5) weeks of vacation.	17.5 hours per month	16.7 hours per month

When an employee moves between 8 and 12 hours shifts, the employee's accrued bank of hours shall be adjusted to result in an equivalent number of days.

B. Employees may carry over fifty (50) days of annual leave from one year to the next during the term of this Agreement.

C. Vacation requests submitted shall be reviewed within shift and division/special assignment groups on a first-come, first-served basis. Where the number of

leave requests submitted and not yet approved exceeds the number of employees that can be scheduled for vacation, conflicts shall be resolved based on seniority

ARTICLE 19

SICK PAY/SICK LEAVE

- A. Sick days shall be earned by full-time employees on a monthly basis for each calendar month worked as follows:
1. Employees with two (2) full years of service or less shall accrue ten (10) sick days per year, accrued at the rate of ten (10) hours per month.
 2. Employees with three (3) full years of service or more shall accrue fifteen (15) sick days per year, accrued at the rate of fifteen (15) hours per month.
- B. EMPLOYER has the right to adjust employee's accrued sick leave rate of accrual if/when the employee moves between 8 and 12 hours shifts.
- C. If an employee has authorized sick leave and does not have accumulated sick leave to cover the length of the illness, he/she may use annual leave if the employee elects.
- D. EMPLOYER has the right to make a "sick check" upon an employee during the time of his use of sick leave. Such "sick check" may only be made during the employee's designated tour of duty except during the 12:00 a.m. to 8:00 a.m. shift, during which no sick check may be made. However, the EMPLOYER may make a sick check on an employee who has a designated tour of duty during the 12:00 a.m. to 8:00 a.m. shift between the hours of 8:00 a.m. to 12:00 p.m. immediately following the designated shift. There shall be only one sick check made per day of sick leave.
- E. EMPLOYER has the right, where a pattern indicative of sick abuse exists, to verify and to require verification of illness. However, such verification shall not commence until the following procedures have been completed by the EMPLOYER:

1. If the EMPLOYER, in its sole opinion, deems that a pattern of sick abuse is indicated, EMPLOYER shall issue a written warning to the employee so indicating.

2. If, after the said written warning has been issued to the employee, the employee's pattern of sick use continues to be indicative of sick abuse, EMPLOYER shall issue a written sick abuse letter notifying the employee that he/she has evidenced a pattern of sick abuse. If any employee receives a sick abuse letter, the employee will have twelve (12) months to clear the sick abuse letter from his personnel record. The sick abuse letter is a disciplinary action under the Grievance Procedure.

F. An employee who misses three or more consecutive days due to illness shall be required to produce a doctor's note verifying such illness.

G. Upon normal retirement, which is defined as:

1. 30 years of service with EMPLOYER, regardless of age;
2. 10 years of service with EMPLOYER and age 62; all accumulated unused sick leave shall be compensated at the rate of thirty-five percent (35) of the employee's last rate of pay. Employees with twenty five or more years of service shall be compensated for fifty percent (50%) of said accumulated sick leave.

H. Each full-time employee may convert two (2) accumulated sick days into one (1) vacation day, provided the employee maintains a balance of fifty (50) accumulated sick days. Such conversion shall be permitted up to a maximum of ten (10) vacation days each calendar year and must be converted as full vacation days. Employees who wish to convert accumulated sick leave to vacation under this provision shall inform the department timekeeper, in writing, of the conversion of earned but unused sick days during the last fifteen (15) days of

March, June, September and December of each year. Conversion of sick leave to vacation may only be accomplished during the above stated periods of time.

ARTICLE 20

USE OF LEAVE

Employees are entitled to various types of leave under this Agreement and/or EMPLOYER policy, including but not limited to sick, vacation, injured on duty, FMLA, personal, medical, worker's compensation, etc. Employees may not use combinations of any leave for which they qualify to allow for absences from work in excess of one (1) year. After the one (1) year period has expired, employees shall be either: (a) required to return to work, if medically cleared to return or (b) separated from employment. Consistent with applicable law, unless the EMPLOYER and the employee otherwise agree in writing, any leave for which employees qualify shall run concurrently and may expire prior to the one (1) year period, at which time employees will be required to return to work. Leaves will be paid or unpaid as specified in the Agreement or Policy.

ARTICLE 21

INJURY ON DUTY

A. An employee disabled by injury on duty must immediately notify his supervisor of said injury prior to the end of the employee's shift on which the injury occurred. If the employee fails to notify his supervisor as aforesaid the EMPLOYER will not pay the employee any money or fringe benefits during the said term of employee's disability. If the employee is unable due to his/her injury to return to the EMPLOYER's headquarters for completion of a memorandum concerning his/her injury, he/she may either mail his/her memorandum to the supervisor or contact the EMPLOYER to have a supervisor pick up his memorandum at the employee's home or hospital room, whichever is applicable.

B. 1. EMPLOYER agrees to provide Worker's Compensation coverage as provided by law, and if an employee duly notifies his supervisor as in "A" above and was injured on duty and said injury was compensable under the Worker's Compensation Statute of Pennsylvania, then EMPLOYER agrees to make up the difference between the Worker's Compensation payments to the employee and the employee's normal and regular net pay. This amount is the "IOD" payment. EMPLOYER agrees that payments to the employee will not be delayed more than ten (10) days after receipt of the employee's memorandum. The employee will be advanced pay for up to six weeks or until Worker's Compensation payments are received, whichever occurs first. If the employee receives Workers Compensation, he/she will reimburse the EMPLOYER for all of the advanced monies pursuant to a previously signed agreement to that effect. Similarly, if the employee is denied Workers Compensation, the EMPLOYER shall be made whole by the employee.

2. EMPLOYER agrees that the payments to the employees will not be delayed more than ten (10) days after receipt of the employee's memorandum. EMPLOYER may, during that time or at any other time at its discretion, make an independent investigation of the nature of the injury and whether it qualifies as an injury on duty or a continuing disability.

3. The Term for the receipt of the "IOD" payment will be three months from the date of the injury causing the Worker's Compensation claim. At the end of that Term or before (if the injury has healed sufficient for the employee to be released by EMPLOYER's designated physician for work), the employee will cease receiving IOD payment.

4. The parties shall set up an IOD panel. The responsibility of the IOD panel is to review all claims for IOD payments for employees receiving Worker's Compensation for the purpose of determining if there is cause to extend the IOD payment

beyond the Term. Any approval by the Panel to extend the employee's IOD payments beyond the Term will be for a period not to exceed three months. The Panel has authority to extend any IOD payment for proper and necessary healing reasons but in no event, for more than three extensions of up to three months duration each except that:

a. When an injury occurs to an officer in the course of taking a police action while performing an EMPLOYER authorized assignment and said injury results from the officer being either shot or stabbed, a review panel consisting of the President and CEO, Chief of Police and the Union President shall meet to consider whether the nature and circumstances of the injury are such as to warrant any extended IOD payment beyond that provided above, if medically necessary. That meeting will occur within thirty days after the initial eligibility determination by the Worker's Compensation carrier. The decision as to whether the injury qualifies for such extended benefits shall be made by the President and CEO. After said review and decision, if the employee's injury is such that he/she is eligible for an extension, and, if that becomes medically necessary at the end of the first year of benefits, the officer shall be eligible for IOD payments and benefits for up to four additional three month periods subject to the same quarterly review of the IOD Panel.

b. In the case of a work-related injury, other than as described in subparagraph 4(a) above, once the four initial three month period, have been completed, the officer will retain rights to reemployment as a police officer with EMPLOYER for up to four additional three month periods. The IOD Panel shall be responsible for reviewing such cases and will determine if the officer's rights to reemployment will be extended for the additional periods. The officer will not be entitled to any form of pay, IOD benefits, other benefits, or seniority accrual

once the four initial three month periods have been completed and he/she will be treated as an "inactive employee" during such time.

The Panel's decisions are final. At the end of the above referenced time periods, an employee must either be medically able to return to full duty as a Housing Police Officer, or, be removed from employment.

5. During the Term that EMPLOYER is paying IOD payments, EMPLOYER will also provide uninterrupted Life Insurance and Medical Insurance for the employee and his dependent family and all other benefits as if the employee were in normal active status.

6. If the Panel determines that IOD should not be continued, all benefits accruing to the employee will cease on the date on which the Panel makes its decision. However, notwithstanding the Panel's determination, EMPLOYER will protect the employee's family by providing uninterrupted Life Insurance and Medical Insurance for a period not to exceed twelve months from the date of the original injury.

7. The IOD panel will be comprised of five members. The permanent members of the IOD Panel shall be the Human Resources Department Head or his/her designee and the President of the Union. The next two members shall be appointed, one by the EMPLOYER and one by Union. The Human Resources Department Head or his/her designee and the President of the Union shall provide each other with written notice of the names of these serving members within thirty days of the ratification of this Agreement and within five days of any subsequent replacement appointee. The fifth member of the Panel will be the attorney representing the Union and the attorney representing the EMPLOYER, each will serve

alternately rotating for a period of two months. Any records maintained by the fifth member of the Panel will be made available to both equally.

C. The Union and the EMPLOYER, out of mutual concern over the rapidly rising cost of Worker's Compensation Insurance and the injury on duty benefits, agree to cooperate in attempting to reduce injuries on the job, educating employees on the proper use of such benefits, and preventing potential abuse.

ARTICLE 22

LIFE INSURANCE

A. Employees shall be provided seventy-five thousand dollars (\$75,000.00) in life insurance coverage, payable to his/her designee, with double indemnity for accidental death as per the EMPLOYER's insurance coverage. EMPLOYER agrees to supply each employee a booklet describing the insurance policy.

B. Bargaining unit members shall contribute ten percent (10%) of the cost of the total premium for the life insurance plan.

ARTICLE 23

RETIREMENT PLANS

A. EMPLOYER shall provide the Union with copies of the same general information regarding the administration of the Plan as is provided to the Board of Trustees. By way of example, the information shall include: brochures, descriptive plan documents, change documents, actuarial reports, and similar documents.

B. The Defined Benefit Pension Plan will be frozen effective as of April 30, 2012.

- C. With regards to the freezing of the Defined Benefit Pension Plan, in determining average earning, EMPLOYER will look to years 2005-2006-2007, the "roll up" period.
- D. All bargaining unit members will be enrolled in the EMPLOYER Defined Contribution Plan.
- E. Bargaining unit employees will contribute 5.5% of their gross earnings into the Defined Contribution Pension Plan.
- F. EMPLOYER will contribute 5.5% of the employee's current rate of pay into the DC Plan.

ARTICLE 24

JURY DUTY PAY

When an employee is chosen for jury duty and serves, he/she will turn the jury duty pay over to EMPLOYER and it shall make his pay whole.

ARTICLE 25

COURT TIME

A. When an employee is subpoenaed to testify in court as a result of an arrest made in the performance of his duties, he/she shall be compensated at the same rate as his regular shift rate for all hours served in court during his assigned shift. If an employee is subpoenaed to testify on such a matter at times which are other than when the employee is on an assigned shift, the employee shall be compensated for those hours of actual, required court attendance at a rate of time and one-half (1½) base salary except that an employee shall be guaranteed a minimum of three (3) hours premium compensation. Premium compensation shall be payable provided the employee works his complete, normal assigned shift during that same daily time period or when the employee is required to attend court during a period which is a

normally scheduled day off. Employees will not be reassigned to the day shift to avoid the payment of overtime compensation under this section. However, employees may, at their option, request that they be assigned to the day shift. If such reassignment is made, then the first sentence of this Article shall apply.

B. It is understood and agreed that time spent in court shall be included in all computations for overtime.

C. It is understood and agreed that failure to arrive in a timely fashion for court shall be considered as part of the lateness policy.

D. Time spent attending court or court preparatory sessions will be considered time worked for the purposes of this Article.

ARTICLE 26

MILITARY LEAVE

A. When an employee is called on military duty of any component of the armed services for annual training or encampment for a maximum of three weeks, he/she shall be paid by the EMPLOYER for lost wages at his regular shift rate provided the employee provides the Department with a copy of her/her military orders.

B. Provided that the employee provides the EMPLOYER with at least three months prior notice and provides a copy of the official schedule of service and provided further that such accommodation will not impact upon the EMPLOYER's FLSA or contractual liability for such employee, the EMPLOYER will permit the officer to reschedule his or her days off so as to minimize the impact of any such service.

C. Notwithstanding the foregoing, the EMPLOYER will make every good faith effort to accommodate emergency changes in schedules caused by the military if

documented evidence of such emergencies is presented within twenty-four (24) hours of the employee's return to work.

ARTICLE 27

FUNERAL PAY

Funeral leave will be governed by EMPLOYER's policy in the Employee Handbook, except that "immediate family" includes mother-in-law and father-in-law. This policy may be changed by the EMPLOYER from time to time with notice to the Union, but in no event will the amount of leave allotted be reduced to less than what is currently provided in the Handbook upon ratification of this Agreement.

ARTICLE 28

MEDICAL INSURANCE

- A. The following health insurance plans shall be offered to employees:
 - 1. Keystone HMO
 - 2. Blue Cross/Blue Shield Personal Choice
- B. Effective August 1, 2014, a bargaining unit member's premium contribution for the Keystone Health Care Plan East 5 (or equivalent plan), shall be ten percent (10%) of the cost of the total premium for the medical and prescription plans.
- C. Bargaining unit members shall be permitted to elect enrollment in the Authority's Keystone Health Plan East C2F2 during the 2014 open enrollment period. A bargaining unit member's premium contribution for the Keystone Health Plan East C2F2 (or equivalent plan) shall be the difference between ninety percent (90%) of the cost of the premium for the Keystone Health Care Plan East 5, and the cost of the Keystone Health Plan East C2F2 premium.

D. Effective August 1, 2014, a bargaining unit member's premium contribution for the Personal Choice 10 Plan (or equivalent plan), shall be twenty percent (20%) of the cost of the total premium for the medical and prescription benefits.

E. Bargaining unit members shall be permitted to elect enrollment in the Authority's Personal Choice 15/25/70 Plan during the 204 open enrollment period. A bargaining unit member's premium contribution for the Personal Choice 15/25/70 Plan (or equivalent plan), shall be the difference between eight} percent (80%) of the cost of the premium for the Personal Choice 10 Plan, and the cost of the Personal Choice 15/25/70 Plan Premium.

F. The Authority, shall have the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier. If an alternate health plan is selected by the Authority, the shared contribution strategy described in this Article shall remain the same.

G. An employee who is covered by a qualified health insurance plan may opt out of coverage under one of the plans provided by PHA. If an employee opts out of the PHA plans, he or she shall receive one hundred thirty dollars (\$130.00) per month which shall be payable in a separate check or separately taxed in a check with wages.

H. Effective August 1, 2014, a bargaining unit member's premium contribution for dental and optical coverage, including for dependents, shall be ten percent (10%) of the cost of the total premium.

I. If an employee is killed in the performance of his/her duties, the Authority shall continue to provide the above insurance coverage to the deceased employee's spouse and dependent children. This coverage shall be provided to those referenced dependents who were listed as dependents by the employee on his/her insurance plans. This coverage shall continue

for the spouse until such time as he/she remarries or secures similar coverage through employment or another source, and, for dependent children until such time as they reach eighteen (18) years (or twenty three (23) if a full-time student) or until such time as they are covered with similar plans from any other source.

J. A bargaining unit member's monthly premium contribution under any of the offered Plans shall be deducted proportionately each paycheck.

K. PHA reserves the right to reopen the Agreement in 2017 in order to address and renegotiate any issues raised under the Affordable Care Act.

ARTICLE 29

OVERTIME

Time and one-half shall be paid to Officers for all hours worked in excess of regularly scheduled eight (8) or twelve (12) hours in a work day, or for any hours worked during the Officer's regularly scheduled day(s) off. For eight (8) hour shift employees, they will also receive overtime for any hours worked over forty (40) in a work week.

ARTICLE 30

SHIFT DIFFERENTIAL

A. Bargaining unit members who work a 12-hour shift shall be paid a shift differential of \$0.45 per hour for all hours worked during the assigned shift where the majority of the assigned shift falls between 8:59 pm and 8:00 am. If the majority of the assigned shift falls between 3:59 pm and 3:00 am, the shift differential shall be \$0.35 per hour for all hours worked during the assigned shift.

B. Bargaining unit members who work an 8-hour shift shall be paid a shift differential of \$0.35 per hour for all hours worked during the shift, if the majority of the assigned

shift falls between the hours of 4:00 pm and 11:59 pm, \$0.45 per hour for all hours worked during the shift, if the majority of the assigned shift falls between the hours of 12:00 am and 7:59 am.

ARTICLE 31

CONTRACTING AND LAYOFF

It is understood that the EMPLOYER may enter into a contractual agreement with an independent contractor for the provision of certain security guard services as specified in this Article. Such contractor will provide security personnel who will be assigned to booths located in or about various EMPLOYER premises and/or entrances which were previously designated as "Operation Secure" locations.

Other than the security services described above, the EMPLOYER agrees that all work normally done by employees to whom this Agreement applies shall be assigned only to such employees, except where an emergency exists, and the subcontracted security services described above shall not be done by employees covered by this Agreement.

EMPLOYER further agrees that no presently employed Housing Police Officer will be laid off due to subcontracting or transfer of any of the security guard services described in the first paragraph under this Article.

ARTICLE 32

JOB CLASSIFICATION

Housing Police Officers shall have a job classification separate from maintenance and management. However, employees agree to assist in the performance of management and maintenance functions where an emergency exists so long as the emergency exists. Housing Police Officers in full uniform or not in full uniform may be utilized by the EMPLOYER on special burglary, robbery, gang units, and special details.

EMPLOYER agrees to furnish the local union with a list of the names of all EMPLOYER Police Officers working out of uniform and in uniform. It is specifically agreed by and between the parties that those employees working out of uniform may be assigned various hours of work by the EMPLOYER in accordance with operational needs. Any employee assigned to hours other than the shift herein determined shall be paid a shift differential for each hour actually worked during a particular shift in accordance with Article 30, Shift Differential.

ARTICLE 33

CALL-BACK PAY

When an employee is called back to work within 24 hours of his/her starting time and is not scheduled for such work, he/she shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his/her rate except that if those hours worked are immediately prior to or after the employee's normal shift. In that case, the employee will receive the overtime rate for the hours actually worked.

ARTICLE 34

WAGES

A. Wage Increases

1. Effective April 1, 2022, the base hourly rate for each classification covered by the Agreement shall be increased by 5.0%. Retroactive payment under this paragraph is payable only to employees who are active at the time this Agreement is approved by the PHA Board of Commissioners.
2. Effective April 1, 2023, the base hourly rate for each classification covered by the Agreement shall be increased by 2.5%.
3. Effective April 1, 2024, the base hourly rate for each classification covered by the Agreement shall be increased by 2.5%.

4. Effective April 1, 2025, the base hourly rate for each classification covered by the Agreement shall be increased by 2.5%.

5. Effective April 1, 2026, the base hourly rate for each classification covered by the Agreement shall be increased by 5.0%.

B. Pay Rate Structure

The parties agree that the below table depicts the base hourly pay rate structure for the PSOs in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2022	Base Hourly Rate 04/01/2023	Base Hourly Rate 04/01/2024	Base Hourly Rate 04/01/2025	Base Hourly Rate 04/01/2026
Public Safety Officer	1	\$25.58	\$26.22	\$26.87	\$27.54	\$28.92
Public Safety Officer	2	\$26.34	\$27.00	\$27.68	\$28.37	\$29.79
Public Safety Officer	3	\$27.13	\$27.81	\$28.51	\$29.22	\$30.68
Public Safety Officer	4	\$28.49	\$29.20	\$29.93	\$30.68	\$32.21
Public Safety Officer	5	\$30.48	\$31.24	\$32.02	\$32.83	\$34.47
Public Safety Officer	6	\$33.08	\$33.90	\$34.75	\$35.62	\$37.40

The parties agree that the below table depicts the base hourly pay rate structure for the Corporals in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2022	Base Hourly Rate 04/01/2023	Base Hourly Rate 04/01/2024	Base Hourly Rate 04/01/2025	Base Hourly Rate 04/01/2026
Housing Police Corporals	1	\$31.14	\$31.92	\$32.72	\$33.54	\$35.21
Housing Police Corporals	2	\$32.79	\$33.61	\$34.45	\$35.31	\$37.08
Housing Police Corporals	3	\$34.45	\$35.31	\$36.19	\$37.10	\$38.95
Housing Police Corporals	4	\$36.09	\$36.99	\$37.92	\$38.86	\$40.81

The parties agree that the below table depicts the base hourly pay rate structure for the detectives in the Bargaining Unit for the term of this agreement:

Job Title	Step	Base Hourly Rate 04/01/2022	Base Hourly Rate 04/01/2023	Base Hourly Rate 04/01/2024	Base Hourly Rate 04/01/2025	Base Hourly Rate 04/01/2026
Housing Police Detective	1	\$34.59	\$35.45	\$36.34	\$37.25	\$39.11
Housing Police Detective	2	\$36.23	\$37.13	\$38.06	\$39.01	\$40.96
Housing Police Detective	3	\$37.86	\$38.81	\$39.78	\$40.77	\$42.81
Housing Police Detective	4	\$43.53	\$44.62	\$45.74	\$46.88	\$49.22

1. The parties agree that there will be no other retro-effective Pay rate adjustments associated with the implementation of the above stated pay rate adjustments.

2. Employees shall advance from the entrance step to the maximum step for this classification by annual successive steps. The increment adjustment date for employees in this category shall be the date of hire.

3. Any earned pay step increase is contingent upon satisfactory work performance.

4. A newly hired police officer, with at least 10 years of verified prior experience as a full time police officer, shall be hired at the prevailing step 4 pay rate.

C. Deferred Compensation

1. Employees may participate in the Authority-sponsored Deferred Compensation Plan under the rules, provisions and benefits of that plan as they currently exist or as they may be modified by the plan administrator.

D. Acting Capacity

1. Any bargaining unit member who is placed into an acting capacity at a higher level position, shall be treated in the same manner as an individual serving in the same position in a non-acting capacity as it relates to compensation matters (i.e., wage rates, bonuses, pay rate adjustments).

ARTICLE 35

LONGEVITY

A. Upon an employee's five (5) year anniversary date, the employee will receive a longevity pay increase in an annualized amount of Six Hundred (\$600.00) Dollars.

B. Upon an employee's ten (10) year anniversary date, the employee will receive a longevity pay increase in an annualized amount of Eight Hundred (\$800.00) Dollars.

C. For each subsequent five (5) year anniversary, the employee will receive a longevity pay increase in an annualized amount of an additional Four Hundred (\$400.00) Dollars. For example, on the 15 year anniversary, the employee will receive a longevity pay increase in an annualized amount of \$1,200.00.

ARTICLE 36

LEGAL SERVICES FUND

A. The EMPLOYER shall contribute \$18.00 per month to a Group Legal Fund for each full-time employee within the bargaining unit.

B. The Employer agrees to submit a separate check payable to the Fund for the total amount of its monthly contribution and will make its best efforts to submit the check within seven (7) working days after the end of the month for which contributions are being made. Along with the check, the Employer agrees to provide the name and employee number of each employee for whom the contributions are being made.

C. It is understood that said Fund shall:

1. Provide quality legal service to all employees of the bargaining unit and their dependents in a manner which is designed to ensure a high degree of legal competence and service.

2. Operate in an economically sound manner.

3. Not be used for the institution of legal proceedings against the Philadelphia Housing Authority, or its duly authorized officials.

4. Not be used for the institution of any legal proceedings against the Fraternal Order of Housing Police, or any of their officers, employees, agents or representatives.

5. Be operated at all times in a manner consistent with the provisions, spirit and intent of the Canons of Professional Ethics of the American Bar Association, the Pennsylvania Bar Association and the Philadelphia Bar Association.

D. The Union shall provide the EMPLOYER with a copy of the results of an annual audit conducted by an independent certified public accountant. Said report shall detail the expenditure of all funds and certify that the Fund is operated in an economical and ethical manner.

E. The parties agree that any unresolved dispute regarding the operation of the Fund shall be submitted for resolution to binding arbitration with the American Arbitration Association.

ARTICLE 37

MEDICAL LEAVE OF ABSENCE

A. Employees shall be entitled to request a medical leave of absence without pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Duration of Leave</u>
0-1 years of service	30 calendar days maximum
1- 10 years of service	4 months maximum
Over 10 years of service	8 months maximum

Prior to an employee's being placed on a medical leave of absence without pay status, the employee must first exhaust all available sick leave accumulated by the employee and all but five (5) days of accumulated annual leave.

B. Upon requesting such leave of absence, employee must submit a written opinion from his doctor to Authority indicating diagnosis, treatment, and prognosis as to when the employee will be able to return to work.

C. A physician's certification will also be required, as aforesaid, in the case of all employees who request a medical leave of absence.

D. During the medical leave of absence, the Authority will continue to provide the employee with all of medical insurance benefits provided for under this contract.

E. During the medical leave of absence, the Authority will maintain the employee's life insurance coverage.

F. The employee must notify in writing the Authority's Executive Vice President of Human Resources two weeks prior to his return to active duty of his intention to return. Failure to so notify the Director of Human Resources will result in the employee's being terminated.

G. Employees shall continue to accrue seniority during an approved medical leave of absence

H. Bargaining unit members may not combine a Medical Leave of Absence with any other form of leave, to be absent from work for more than one year.

ARTICLE 38

PERSONAL DATA

On written forms to be supplied by the EMPLOYER, all employees are required to furnish to the Human Resources Department in writing their current residence address and current telephone number. The aforesaid data must be kept current and if an employee's residence and/or telephone number changes, the employee must notify the Police Department in writing on a form provided by the EMPLOYER within 72 hours of the new residence address

and/or new residence telephone number. Otherwise, such employee may be subject to disciplinary action in accordance with EMPLOYER regulations. EMPLOYER acknowledges the privileged nature of this information and agrees to maintain security to protect this information from general dissemination.

EMPLOYER acknowledges that it is the responsibility of its managers and supervisors to handle and disseminate personal information in a discrete manner and shall ensure that it is treated on a confidential, need-to-know basis.

ARTICLE 39

NO DISCRIMINATION

Neither the EMPLOYER nor the Union shall discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, sex or any other legally recognized protected class.

ARTICLE 40

TUITION REIMBURSEMENT

A. Each regular full-time employees who has been on the active payroll for more than one (1) year may apply for tuition reimbursement under this Article. An employee shall be granted tuition reimbursement up to Two Thousand (\$2,000.00) Dollars per fiscal year under the following conditions:

1. The employee makes a written request to the Human Resources Department to take the course and provides the following information: the employee's name; job title and department; the course name; the educational institution offering the course; and, a description of the course's content;
2. The employee obtains the prior approval of the EMPLOYER;

3. The course can reasonably be expected to add value to the EMPLOYER; and

4. The employee passes the course.

B. Reimbursement to the employee will be made by the EMPLOYER after it receives written proof that the employee has passed the course(s). In no event shall an employee receive more than Two Thousand (\$2,000.00) Dollars in any fiscal year. EMPLOYER shall promptly reimburse the employee.

C. In the event the employee voluntarily leaves employment with EMPLOYER within one year after receipt of the tuition reimbursement, for reasons other than job related disability or retirement as a result of disability, the employee shall repay, through vacation deduction, the full amount of the reimbursement.

ARTICLE 41

DIVISION HEADQUARTERS

EMPLOYER has the absolute right to add additional headquarters, reduce the number all the way to zero, and/or change the location of division headquarters provided notice is given in advance of the addition, reduction, and/or change of location to the Union.

The Union President or his/her designee shall have the right to inspect all facilities designated for use by members of the unit, to include lockers and bathrooms, with advanced notice to the Chief of Police or his/her designee for possible endangerment of the employee's health, welfare or safety or for a violation of contract provisions. If the Union President or his/her designee is on duty at the time of the inspection, he/she must first obtain permission from the Chief of Police or his/her designee to leave his/her work assignment.

ARTICLE 42

JOINT LABOR-MANAGEMENT COMMITTEE

A. The parties agree to participate in a Joint Labor-Management Committee to discuss and study labor-management issues related to this Agreement. Each party shall name three (3) persons to participate on the committee. Individual grievances shall not be a subject of discussion. No action, discussion, or recommendation shall be considered in any way a usurpation of collective bargaining negotiations or the Agreement between the parties. However, material explored or discussed by the Committee may become material for future negotiations.

B. The Committee shall meet as needed, but not less than once every three months, at a mutually agreed upon time and place. Subjects for discussion shall be listed on an agenda which shall be circulated to members of the Committee prior to the meeting. Items for discussion may include though not necessarily be limited to the type of equipment used (radios, weapons, ammunition, vests, etc.), methods of reducing risk, and similar issues.

C. Employees shall participate on the Committee without loss of time or pay.

D. EMPLOYER shall participate in a Labor Management Committee for the purpose of discussing employee development and training opportunities. Employer representatives of that committee shall include representatives from the Human Resources and Police Departments.

ARTICLE 43

REIMBURSEMENT FOR DAMAGE OR LOSS TO PERSONAL PROPERTY OR EQUIPMENT

If, as a result of a physical confrontation occurring on the job, there is damage to equipment and uniform furnished by the employer to the employee, the EMPLOYER will repair

or replace such damaged equipment or uniform, provided the employee promptly reports same to his supervisor during that shift.

In addition, if as a result of a physical confrontation in furtherance of his/her employment, an employee's eyeglasses are lost or damaged or an employee's personal cell phone is damaged the EMPLOYER will reimburse the employee for such damage or replace said eyeglasses at the EMPLOYER's sole option provided the employee promptly reports same to his superior during the shift.

Reimbursement shall occur within thirty (30) days of a claim being submitted, and reimbursement shall be capped at \$225. If the employee is issued a cell phone from EMPLOYER, this provision no longer applies to reimbursement for a personal cell phone.

ARTICLE 44

DAMAGE TO AUTHORITY VEHICLES

Employees shall not be required to reimburse or pay the EMPLOYER for any damages to EMPLOYER-owned vehicles occurring while they are driving such vehicles in the course of their employment. It is understood by the parties hereto that negligent use of Authority vehicles is grounds for discipline.

ARTICLE 45

QUALIFYING TIME

An employee's initial weapons requalification attempt shall be scheduled at a range designated by the EMPLOYER during an on-duty period and the employee shall be paid his/her regular rate while attempting to requalify. The employees who work night shifts at the time they are required to requalify with their weapons will be placed on day work for the particular day on which they are to qualify.

If an employee does not qualify with a weapon on his/her first attempt, he/she shall be granted one additional opportunity to qualify. The second qualification attempt must take place within one week of the first attempt unless the designated range is not available within that week, in which case the second qualification attempt shall take place on the next date that the range is available. EMPLOYER shall pay for the cost (range fee and necessary ammunition) of an officer's first and if needed, second qualification attempt(s) each year.

ARTICLE 46

CALL-IN OF ABSENCE

Employees who are ill must inform personnel authorized by the EMPLOYER to accept such notice that the employee cannot report because of illness one hour or more prior to the start of his scheduled shift.

ARTICLE 47

SCHEDULED DAYS OFF

The EMPLOYER will make reasonable efforts to see that employees will be assigned to two consecutive days off except that such an assurance cannot be made for a pay period during which an employee is transferred from one shift to another, from one division to another, or to a special assignment within each shift or division/special assignment work unit.

ARTICLE 48

RADIO COMMUNICATIONS

EMPLOYER shall maintain a list of direct dial telephone numbers to the Philadelphia Police Department Radio Room consoles (including "J" band) in order to ensure adequate communication for the protection and safety of all Housing Police Officers.

The Union shall have the right to a semi-monthly inspection and monitoring of the EMPLOYER's radio facilities for the purposes of enforcement of this provision provided that such inspection and monitoring shall be at no cost to the EMPLOYER.

ARTICLE 49

PATROL CARS

A. All automotive equipment of the EMPLOYER which carry emergency lights shall be equipped with operative siren warning devices. The sirens shall be standard, professional, emergency vehicle electronic sirens. Employees shall have no obligation or duty to repair EMPLOYER vehicles, including flat tires, unless they have been assigned to duty in the vehicle maintenance yard.

B. EMPLOYER shall only require employees to operate vehicles which are mechanically safe and the EMPLOYER shall make best efforts to maintain its equipment at operational level at all times.

ARTICLE 50

LOCKER ROOM AND FACILITIES

A. EMPLOYER will provide each Officer with a locker at the Headquarters. There will be separate male and female locker rooms at the Headquarters.

B. The EMPLOYER shall provide, in its Headquarters' locker room area, a wash room and toilet facility in good working order.

C. EMPLOYER shall provide up to two securable bulletin boards for use by the Union to post union notices. The bulletin boards shall be located at Headquarters, large locker rooms, or similar locations and shall be out of the view of the general public. Prior to the posting of any notice, it must be reviewed and initialed by the Union President and the Chief of Police.

ARTICLE 51

OUTSIDE EMPLOYMENT

EMPLOYER agrees that an employee may obtain outside employment, subject to approval by the Chief or his/her designee. However, such outside employment may not be in contradiction with the EMPLOYER's policies. The employees agree to allow the EMPLOYER to obtain from the employee information relating to the sites of their outside employment.

ARTICLE 52

UNION ACTIVITY PAYMENT

Union Grievance Committee Chairman, Negotiation Chairman and/or Union President are to be paid for all time expended on behalf of the Association when dealing with the Authority in negotiations, grievances, or representation of the Union including arbitration. Payment to be made at straight time at the employee's shift differential or at the Authority's option to be shifted to day work during the period in which he is engaged in such representation, provided that no employee shall receive payment for any day in excess of eight (8) hours for such Union activity.

ARTICLE 53

LAYOFFS

EMPLOYER, unless otherwise restricted by the terms of this Agreement, may lay off employees in accordance with seniority and the Personnel Policy Manual during the term of this Agreement provided, however, that any employee who was laid off in accordance with the terms of this Agreement shall be given a priority for employment with the EMPLOYER in any other job classification for which he/she qualifies that is then available or becomes available during the term of his layoff.

ARTICLE 54

DISCIPLINE

- A. Disciplinary action shall only be imposed upon an Employee for just cause.
- B. All disciplinary actions shall be grievable.
- C. EMPLOYER agrees to notify, in writing, any Employee upon whom disciplinary action is being imposed, providing the employee with the basis of the just cause for such disciplinary action.
- D. Any Employee who is requested to appear before any authorized representative of management of the EMPLOYER for the purpose of disciplinary action or for a meeting from which disciplinary action could reasonably be believed to result, is entitled to Union representation upon request of said employee.
- E. Should an instance occur or situation arise in which the EMPLOYER believes that disciplinary action is warranted, the following general procedures shall be applied:
1. Except in the case of counseling and verbal warnings, the Employee shall be provided a written notice of the discipline or intended discipline. That notice shall include the offense for which discipline is intended, the type and duration of the discipline, and the intended effective date(s) of the discipline. A copy of the notice shall be sent to the Union.
 2. Counseling, verbal warnings and written warnings shall be given when and as needed.
 3. Where the EMPLOYER determines that a disciplinary situation does not warrant immediate suspension and/or discharge, the employee shall receive written notification of the discipline set forth in paragraph E-1 above and, that intended discipline shall

be scheduled to occur no sooner than ten (10) working days from the date of the written notice. This period may be used by the Employee to grieve the matter if he/she so desires. If a grievance is filed, the discipline shall be held in abeyance while it is being pursued through and including Step III of the procedure.

4. Where the EMPLOYER determines that a disciplinary situation warrants immediate suspension and/or discharge or for an offense of a continuing nature for which discharge is the intended action, the employee shall receive the written notification set forth in paragraph E--1 above as soon as it is prepared and available. In situations where the intended discipline is discharge, the employee shall receive a ten (10) day suspension and notice of the intent to discharge him/her. The discharge shall be effective at the end of the period unless a grievance is filed during said ten (10) day period in which case the suspension shall Continue in effect and the discharge shall not become effective until Step III of the Grievance Procedure is completed, unless the parties otherwise resolve the matter before that time.

ARTICLE 55

DISABILITY INSURANCE

A. Upon receipt of a written request from the Union, the EMPLOYER shall establish a monthly employee payroll deduction for personal disability insurance coverage with one (1) insurance carrier designated by the Union, the EMPLOYER shall deduct said personal disability insurance premium on a monthly basis and forward it to the designated carrier provided that an employee delivers a duly executed form authorizing said deduction. That authorization must indicate the amount of monthly deduction, the term of the deduction and the carriers confirmation of those terms.

B. Except for the deduction of employee premiums and the transmittal of those premiums to the carrier, the EMPLOYER accepts no responsibility or liability for this insurance.

C. The Union shall indemnify, defend and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of the actions taken or not taken by the EMPLOYER under the provisions of this Article.

D. Upon receipt of the authorization from the long term disability insurance carrier, the current monthly deductions shall be changed to weekly deductions in amounts certified by the same carrier.

ARTICLE 56

EMPLOYEE ASSISTANCE PROGRAM

EMPLOYER will make an Employee Assistance Program available to employees.

ARTICLE 57

DRUG TESTING

All employees shall be subject to the drug testing policies in the Police Directives, except where the Directives provide for random drug testing.

The parties agree that the EMPLOYER shall have the right to conduct post-accident drug tests on bargaining unit members. Testing will be conducted by a certified testing facility, which may include a PHA vendor, when available, or any local hospital, and will follow current NTSB standards.

ARTICLE 58

NO STRIKES OR LOCKOUTS

During the term of this Agreement or extensions thereof, and during any period of negotiations for the renewal of this Agreement, there shall be no lockout by the EMPLOYER, and no strike, stoppage of work, picketing, boycotting, or other activity by the Union or with the Union's consent, instigation or sufferance, which results or is intended to result in any interruption, or interference with the normal operation of the EMPLOYER.

ARTICLE 59

EMPLOYER POLICIES

Bargaining unit members are subject to any and all rules and policies of the EMPLOYER, including but not limited to those in the Employee Handbook, except where such rules or policies conflict with this Agreement.

ARTICLE 60

DURATION

Either party may terminate this Agreement at the end of such term by giving to the other party written notice of intention to terminate at least sixty (60) days prior thereto, but in default of such notice this Agreement shall continue on the same terms and conditions for a further period of one (1) year and from year to year thereafter, unless and until terminated by either party hereto giving to the other party sixty (60) days written notice previous to the expiration of the then current term.

ARTICLE 61

CONSOLIDATED AGREEMENT

The parties agree that this Consolidated Agreement shall constitute the complete and entire Agreement between the parties.

This Agreement may only be modified by a written mutual agreement signed by representatives of both parties.

ARTICLE 62

RATIFICATION AND APPROVAL

This Agreement is made conditioned upon the express approval and/or ratification of the Board of the EMPLOYER and the membership of the Association.

ARTICLE 63

CONSTRUCTION

In the interpretation of this Agreement, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural.

Paragraph headings are for convenience only and do not modify in any way the actual content or meaning of the terms and conditions embodied in the Agreement.

ARTICLE 64

SEVERABILITY

In the event any portion of this Agreement shall be contrary to law or to applicable rules and regulations of the United States Department of Housing and Urban Development under the United States Housing Act of 1937, such provision shall not be enforceable by either party. However, the remainder of this Agreement shall remain in full force and effect. Furthermore, notwithstanding any provision set out in the Agreement, nothing in the Agreement shall operate to limit the rights of the United States of America, acting through the Department of Housing and Urban Development pursuant to its Annual Contributions Contract with the Philadelphia Housing Authority.

ARTICLE 65

SIGNATORY CLAUSE

In WITNESS WHEREOF, EMPLOYER and the Union, intending to be legally bound, agree that this Consolidated Collective Bargaining Agreement constitutes the full Agreement between the parties.

PHILADELPHIA HOUSING AUTHORITY

By: _____
Kelvin A. Jeremiah
President & CEO

Date: _____

FRATERNAL ORDER OF HOUSING POLICE

By: _____

Date: _____

ADDENDUM A

PUBLIC SAFETY OFFICER JOB DESCRIPTION



Job Description Form

- Providing a policing presence at PHA staff meetings
- Providing PSO support in the PHA headquarters lobby
- Preparing written reports
- Performing other duties as assigned

Duties and Responsibilities

- Follows up on calls from development residents or management to Philadelphia Police or PHA Public Safety to determine the nature of the call and its impact on the resident(s) or development as a whole
- Responds to calls for service in their assigned area or nearby to take whatever police action is necessary
- Maintains liaison through management and supervisory personnel with Philadelphia Police District personnel to keep them aware of problem areas and how they can assist in addressing problems identified
- Checks with victims of crime reported to the police to determine immediate needs of the victim, if any

Education and Experience

High school diploma or GED, and successful completion of the Municipal Police Officers Education and Training course of study (Act 120) prior to appointment

Knowledge, Skills and Abilities

- Effectively deals with situations and people in a courteous, tactful, and respectful manner
- Analyzes situations quickly and objectively to determine the proper course of action
- Excellent communication skills, both written and oral
- Exhibits sensitivity and compassion appropriate for each situation
- Demonstrated ability to work with and amongst individuals from diverse backgrounds and experiences

Licenses, Regulations and/or Certification Requirements

Possession of a valid proper class motor vehicle operator's license issued by the Commonwealth of Pennsylvania prior to appointment and during tenure of employment

Physical Job Requirements

Ability to perform frequent physical activities such as stooping, bending, squatting, kneeling, climbing, crouching, reaching above shoulder level, standing, walking, pushing, pulling and grasping.